

- C. **Acceptance of Offer or Counter-Offer; Process.** If the Seller accepts either your offer during the Offer Period or your counter-offer during the Buyer Counter Period, or if you accept the Seller's counter-offer during the Seller Counter Period, we will notify you via email, and: (1) You will immediately pay to Network Solutions, and Network Solutions is authorized to charge your credit card in the amount of (i) for the benefit of the Seller, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, and (ii) the transaction fee set forth on our Web site at the time you make the offer (collectively, the "Total Price"); and (2) You will complete, sign and return to Network Solutions, in the time-frame specified by Network Solutions, any and all paperwork sent to you by us to complete the transaction contemplated by this Agreement, including but not limited to a form confirming your authorization to us to charge your credit card for the Total Fees. Upon fulfillment of your obligations set forth above, Network Solutions will initiate a transfer of the sponsorship of the Domain Name to Network Solutions as registrar (with the Seller as registrant of the Domain Name), if the Domain Name is not then-currently sponsored by Network Solutions as registrar, or will transfer the Domain Name into a new account for the Seller. Once the domain name is sponsored by Network Solutions as registrar and in a new account for the Seller, the Domain Name will be placed in a "lock" status. Network Solutions will then change the registrant of the Domain Name to the Buyer (or to the person or entity directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable.
- D. **Rejection or Termination of Offer or Counter-Offer.** If the Seller (i) rejects your offer without making a counter-offer, (ii) fails to respond to your offer during the Offer Period, (iii) rejects your counter-offer, or (iv) fails to respond to your counter-offer during the Buyer Counter Period, the COS will immediately terminate. If you reject a counter-offer made by the Seller or fail to respond to a counter-offer during the Seller Counter Period, the COS will immediately terminate.
- E. **60-Day No Transfer Requirement.** For a period of sixty (60) days following any successful transfer of the Domain Name, you agree not transfer or attempt to transfer the Domain Name to another person or to another registrar, and Network Solutions is authorized to deny any request for such a transfer.
- F. **Domain Name Transfer and Registration Subject to Service Agreement.** Through the COS, you are applying to transfer and register the Domain Name to the Buyer with Network Solutions as the sponsoring registrar. Any successful transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations and registrant name changes).
- G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose your identity to the Seller or any third party, unless the COS is terminated by Network Solutions as a result of a third party claim concerning the COS, the Domain Name, or the Seller or Buyer, or as a result of your failure to fulfill any of your obligations under this Agreement to us or to the Seller, or as a result of a claim by the Seller that you have not fulfilled your obligations under this Agreement. Additionally, after the completion of any Domain Name transfer hereunder, we are permitted but not obligated to disclose your identity and contact information to the Seller or as otherwise provided in this Agreement.
- H. **Value Assessment.** You acknowledge and agree that the Value Assessment Tool available as part of the COS is designed to be a helpful tool only, and that it is your responsibility to determine the offer price (or counter-offer price) that is appropriate for you and the Domain Name in question.
- I. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Buyer through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your payment of the Offer Price, Seller Counter Price or Buyer Counter Price, as applicable, to the Seller (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
- J. **Suspension of Your Account; Transfer of Domain Name to Network Solutions.** In addition to all other remedies available at law or in equity, Network Solutions shall have the right, but not the obligation, to (i) suspend your account with Network Solutions indefinitely (which will suspend all other services you may have with us in your account) until payment is received by you in accordance with your obligations under this Schedule, and (ii) transfer the Domain Name to Network Solutions as registrant if you do not make required payments under this Schedule within three (3) business days after notice is sent via email to you from Network Solutions that such payment is owed.
- K. **Seller Request to Reopen Offer.** If we receive a request from the Seller that you reopen an offer under the COS (a "Reopen Request"), we may, but will not be obligated to, notify you of the Reopen Request. If you receive such a request from us, and you wish to submit another offer to the Seller through the COS, any such offer by you shall be treated as an initial offer through the COS, starting anew the COS

process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).

9. **Terms for the Seller.** The following additional terms apply only to the Seller. The Seller agrees to the following additional terms in this Section:

- A. **Acceptance of Offer or Counter-Offer; Process.** You may accept, reject or make a counter-offer (as described below) to the Buyer's offer so long as the offer has not been terminated (the "Offer Period"). If you accept the Buyer's offer during the Offer Period, Network Solutions will inform the Buyer of your acceptance via email, and will attempt to obtain funds from the Buyer via credit card to pay the offer price (the "Offer Price") and Network Solutions' transaction fee. If you make a counter-offer to the Buyer and the counter-offer is accepted by the Buyer, Network Solutions will inform you via email of the Buyer's acceptance of the counter-offer, and Network Solutions will attempt to obtain funds from the Buyer via credit card to pay the counter-offer price (sometimes referred to as the minimum acceptable price) (the "Seller Counter Price") and Network Solutions' transaction fee. The Buyer might not accept your counter-offer, but might instead make a counter-offer to you. In that case, you may accept or reject the Buyer's counter-offer so long as the Buyer's counter-offer has not been terminated (the "Buyer Counter Period"). If you accept the Buyer's counter-offer, if any, within the Buyer Counter Period, Network Solutions will inform the Buyer of your acceptance via email, and will attempt to obtain funds from the Buyer via credit card to pay the Buyer's counter-offer price (the "Buyer Counter Price") and Network Solutions' transaction fee. You acknowledge and agree that in any case Network Solutions must first obtain sufficient funds from the Buyer before a transaction can be completed, and that failure of the Buyer to deposit sufficient funds with Network Solutions shall be grounds for Network Solutions to terminate the COS. After sufficient funds have been obtained from the Buyer, Network Solutions will attempt to transfer the Domain Name to a new account with Network Solutions where you will still be the registrant. If the Domain Name is being sponsored by another registrar, Network Solutions will first initiate a transfer of the Domain Name to Network Solutions as registrar. Once the Domain Name is registered with Network Solutions as registrar and in a new account with you as the registrant, Network Solutions will change the registrant of the Domain Name to the Buyer (or as directed by the Buyer). After any successful change of registrant as contemplated herein, Network Solutions will pay to the Seller (as listed in the Whois database for the Domain Name at issue), from the funds received by the Buyer, the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable. If an offer or counter-offer is accepted, you will properly respond to and complete any and all emails and/or documentation sent to you from Network Solutions or your current registrar concerning the transfer of your domain name, and otherwise take all steps necessary, to effect the transfer of the Domain Name to Network Solutions as registrar (where the Domain Name is sponsored by another registrar) and to the Buyer as registrant. Upon fulfillment of your obligations set forth above, and the deposit of sufficient funds by the Buyer, Network Solutions will send you a check for the Buyer's payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable.
- B. **Nature of Your Counter-Offer.** We will send your counter-offer, if any, via email to the Buyer at the email address provided by the Buyer. Your counter-offer serves as a rejection of the Buyer's offer. You acknowledge and agree that if the email address provided by the Buyer is not accurate or valid, the counter-offer will not reach the Buyer. Your counter-offer will remain valid and binding on you for a period of ten (10) calendar days from the date of your counter-offer, unless before then the transaction is terminated by Network Solutions, or the Buyer accepts, rejects or makes a counter-offer to your counter-offer (the "Seller Counter Period"). You may not and will not attempt to revoke your counter-offer during the Seller Counter Period. Your counter-offer will automatically terminate upon expiration of the Seller Counter Period.
- C. **No Changes After Acceptance or Counter-Offer.** You will not attempt to transfer or change the registrant for the Domain Name after accepting an offer or Buyer counter-offer, or after making a counter-offer, except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.
- D. **Rejection or Termination of Counter-Offer.** If the Buyer rejects your counter-offer or fails to respond to your counter-offer during the Seller Counter Period, the COS will immediately terminate.
- E. **Additional Seller Representations and Warranties.** You represent and warrant that as of the time you accept an offer or a Buyer counter-offer, or make a counter-offer, you are the current registrant of the Domain Name (or the current registrant's authorized agent) with full authority to enter into this agreement and to sell and transfer the Domain Name to the Buyer as contemplated herein, and that you have not and will not do anything to change the registrant or current registrar of the Domain Name except as instructed by Network Solutions or if notified by Network Solutions that the Seller Counter Period has expired.
- F. **Change of Registrar, Domain Name Registration, and Registrant Name Change Subject to Service Agreement.** Through the COS, you are applying to transfer, if applicable, and register the Domain Name with Network Solutions as registrar, and to then transfer the Domain Name to the Buyer

with Network Solutions as the sponsoring registrar. Any successful change of registrar and registration of the Domain Name with Network Solutions, and transfer and subsequent registration of the Domain Name to the Buyer is governed by the terms and conditions of this Agreement (which includes the General Terms and Conditions and the Schedules applicable to domain name registrations, change of registrar, and registrant name changes).

- G. **Disclosure of Buyer Information.** During the transaction contemplated by the COS, we will not disclose the identity of the Buyer except as otherwise permitted in this Agreement.
- H. **Tax Consequences.** You agree that you are responsible for complying with all tax filings, certifications, notices, rules and regulations, arising out of your actions as a Seller through the COS, including the payment of any sales, use, value-added or other taxes, assessed or due in connection with your receipt of payment of the Offer Price, Seller Counter Price, or Buyer Counter Price, as applicable, from the Buyer (through Network Solutions) and the filing of any required forms or returns with the appropriate authorities in connection therewith.
- I. **Seller Request to Reopen Offer.** We may, but shall not be obligated to, provide you with the opportunity to request through us that a Buyer reopen an offer for the Domain Name. In the event a Buyer does in fact reopen an offer, such an offer will be treated as an initial offer under the terms of the COS, starting anew the COS process, and that offer and all subsequent counter-offers, if any, shall be governed accordingly by the terms and conditions of the Agreement (which includes but is not limited to this Schedule).
- 10. **Terms Between Buyer and Seller.** The following terms and conditions apply between the Buyer and Seller (unless defined in this Section, capitalized terms shall have the meaning assigned to them elsewhere in this Schedule):
 - A. **Buyer's Rights and Obligations to Seller.** By making an offer or counter-offer through the COS, the Buyer offers to pay to the Seller (through Network Solutions) the offer price or Buyer Counter Price listed in the email communication sent to the Seller by Network Solutions through the COS in exchange for the Seller's agreement to transfer the Domain Name to the Buyer. The Buyer further agrees to keep the Buyer's offer and any Buyer counter-offer, if any, open and valid for a period of ten (10) calendar days from the date of the offer or counter-offer, unless the offer or counter-offer is accepted or rejected sooner (each an "Offer Acceptance Period"). If the offer or Buyer counter-offer is accepted by the Seller within the Offer Acceptance Period in the manner provided for through the COS, or if the Seller makes a counter-offer which is accepted by the Buyer within the Counter-Offer Acceptance Period (defined below) in the manner provided for through the COS, the Buyer agrees to pay the Seller the offer price, Seller Counter Price, or Buyer Counter price, as applicable, by depositing sufficient funds via credit card with Network Solutions to cover the offer price, Seller Counter Price, or Buyer Counter price, as applicable, and any transaction fee owed by the Buyer to Network Solutions, and to take all other steps described in the COS process and the agreement between Buyer and Network Solutions to permit completion of the transaction. Buyer agrees that in addition to Seller's other rights and remedies, Seller shall be permitted to seek a re-transfer of the Domain Name to Seller if at any time during or after the transaction provided for through the COS, Buyer fails to deposit sufficient funds or the Buyer's funds are determined to be insufficient to pay the payments for which the Buyer is obligated under the terms of this Schedule, and Buyer hereby consents to any such re-transfer.
 - B. **Seller's Rights and Obligations to Buyer.** By accepting an offer or Buyer counter-offer within the Offer Acceptance Period, or making a counter-offer through the COS that is accepted by the Buyer during the Counter-Offer Acceptance Period (defined below), in either case in the manner provided for through the COS, the Seller agrees to transfer the Domain Name to the Buyer (or the Buyer's designee) in exchange for the Buyer's agreement to pay the Seller and fulfill the Buyer's other obligations as set forth in 10A above. The Seller further agrees to keep the Seller's counter-offer, if any, open and valid for a period of ten (10) days from the date of the counter-offer, unless the counter-offer is accepted or rejected sooner (the "Counter-Offer Acceptance Period"). If the Seller accepts the Buyer's offer or counter-offer, or the Buyer accepts the Seller's counter-offer, Seller further agrees to fulfill its obligations described in the COS process and the agreement between Seller and Network Solutions to permit completion of the transaction. The Seller shall provide the Buyer, upon request by the Buyer, with the information necessary for the Buyer to fulfill its obligations, if any, related to tax filings and/or certifications in connection with the payment being made to Seller hereunder.
 - C. **Representations of the Parties to One Another.** The Seller (or the person acting on behalf of the Seller) represents and warrants to the Buyer, and the Buyer (or the person acting on behalf of the Buyer) represents and warrants to the Seller, that he/she/it is authorized to agree to the terms set forth in this Schedule and to do all things necessary to complete the transaction contemplated by the COS, and that he/she/it will take all steps necessary to fulfill his/her/its obligations to the other party and to Network Solutions.

SCHEDULE T TO SERVICE AGREEMENT**HOSTING SERVICES**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Hosting Services (as defined below).

1. Description of Service

Network Solutions may make available for purchase, from time to time, a variety of hosting packages, stand-alone hosting services and optional add-on services, as published on the Network Solutions website (collectively, "Hosting Services"). Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Hosting Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Hosting Services offerings and to add, delete, suspend or modify the terms and conditions of the Hosting Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2. Fees and Payment Terms

2.1 Billing for Hosting Services shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the fee set forth on our web site. Your monthly and, if you've selected our "auto-renew" feature, annual payments for Hosting Services shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase (with such payments being charged in advance on a monthly or annual basis, as applicable) each month or annually, as applicable ("Hosting Services Fee"), and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for the Hosting Services, and the terms and conditions applicable to the same, and Network Solutions may, upon providing thirty (30) days' prior written notice to you by email, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel your Hosting Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that we are authorized to charge your credit card for any new Hosting Services Fee, on the next monthly or annual (as applicable) payment cycle.

2.2 In addition to recurring service fees, Network Solutions may charge set up fees and other one-time fees for any optional services as set forth on our Web site and/or described in this Schedule (collectively "One-time Fees"). Billing for One-time Fees shall be by valid credit card (acceptable to Network Solutions) at the time of purchase at the price set forth on our web site. Your One-time Fees shall be automatically charged to the credit card provided by you (and acceptable to Network Solutions) at the time of your purchase, and you hereby agree that Network Solutions is authorized to so charge your credit card. Network Solutions, in its sole discretion, shall determine the prices it will charge for all One-time Fees.

2.3 Network Solutions will charge you a Processing Fee if you terminate or cancel any package prior to the completion of any limited money-back guarantee time period for that package. You authorize Network Solutions, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

2.4. Network Solutions will suspend your account if you request a chargeback on your credit card for automatic charges to your credit card for excess data transfer usage (see Section 6 below).

3. Term and Termination

3.1 Term. Your Hosting Services shall be either (i) on a month-to-month basis for successive monthly periods, (ii) if you have selected our auto-renew feature, on a year-to-year basis for successive yearly periods, or (iii) if you have not selected our auto-renew feature, for a one-time annual period, all unless either party notifies the other of termination or cancellation in accordance with this Agreement, and subject to the then-current terms and conditions of this Agreement at the time of any renewal of your Hosting Services.

3.2 Cancellation. Subject to your obligation to pay any applicable Processing Fees, you may cancel your Hosting Services at any time. To cancel your Hosting Services you must submit your written notice of cancellation to Network Solutions (as provided herein) and include the following information: (i) Your Network Solutions customer identification number and username; (ii) the registered domain name, if any, associated with your Hosting Services; and (iii) your reason for requesting cancellation. Unless otherwise agreed to in writing (in either paper or electronic form), your Hosting Services will be canceled as of the expiration of the monthly billing cycle in which your notice was received. Unless terminated earlier as provided herein, this Schedule, and the Agreement if you have no other services with Network Solutions, will be terminated as of the cancellation of your Hosting Services.

3.3 If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy (AUP), Network Solutions may, in its sole and exclusive discretion, suspend or

terminate your Hosting Services immediately and without notice to you. Hosting Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

3.4 Upon any termination of this Schedule or the Agreement for any reason, Sections 2, 3.4, 4, 5 and 6 shall survive termination.

4. Additional Warranty Disclaimers and Limitations of Liability

4.1 ADDITIONAL DISCLAIMER. NETWORK SOLUTIONS IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICES PROVIDED BY NETWORK SOLUTIONS.

4.2 Information obtained by you from the Internet may be inaccurate, offensive or in some cases illegal. Network Solutions has no control over information contained on the Internet and accepts no responsibility for any information that you may receive or transmit via the Internet.

4.3 You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you disseminate or display in connection with your use of the Hosting Services or obtain from the Internet.

4.4 You agree that if Network Solutions takes any corrective action under this Agreement in response to your or your end users' actions or failures to act, that corrective action may adversely affect you or your end users and you agree that Network Solutions shall have no liability to you or your end users due to any corrective action taken by Network Solutions.

4.5 You agree that Network Solutions has no obligation to back-up any data related to your website unless Network Solutions expressly agrees otherwise in writing (or has expressly stated so on our Web site). You agree that you will regularly back-up your data whether or not Network Solutions agrees to or actually does back-up any data.

5. Restrictions on Use

5.1 Network Solutions does not intend to and shall have no obligation to systematically monitor the content that is submitted, stored, distributed or disseminated by you via the Hosting Services (the "Content"). Your Content includes content of your end users and/or users of your website. Accordingly, you are responsible for your end users' content and all activities on your website. Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, removal of all or a portion of your Content and suspension and/or termination of your Hosting Services, in the event of notice of any possible violation of this Agreement or the AUP by you or your end users. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action. You agree to the additional restrictions of use for the ancillary services provided by Network Solutions in conjunction with the Hosting Services that are found in other schedules to this Agreement.

5.2 You warrant that your Content does not violate or infringe any copyright, trademark, patent or intellectual or other proprietary property right of any third party or contain any obscene or libelous material or otherwise violate any law or regulation.

5.3 Your use of networks or computing resources provided to Network Solutions by third party providers and made available to you as part of the Hosting Services is subject to the respective permission and usage policies of such third parties. If you purchase Virtual Private Server (VPS) hosting services, you agree to be bound by the terms of the End User License Agreement located at <http://www.swsoft.com/en/company/eula/>.

5.4 You expressly (i) grant to Network Solutions a license to cache the entirety of your Content and your web site, including content supplied by third parties, hosted by Network Solutions under this Agreement, and (ii) agree that such caching is not an infringement of any of your intellectual property rights or any third party's intellectual property rights.

5.5 You agree that you will not exceed the bandwidth or storage space limits applicable to the Hosting Services purchased, as set forth on our Web site. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6. Data Transfer Overage Charges

6.1 You agree that you will not exceed the data transfer (bandwidth) or storage space limits applicable to the Hosting Services purchased, as set forth on our Web site. You agree that if you do exceed either of such limits, Network Solutions, in its sole and exclusive discretion, may immediately take corrective action, including, but not limited to, assessment of additional fees and/or suspension and/or termination of your Hosting Services. You agree that Network Solutions will have no liability to you or any of your end users due to any corrective action that Network Solutions may take and that you will not be entitled to a refund of any fees paid in advance prior to the corrective action.

6.2. Excess bandwidth usage cannot be purchased by you in advance.

6.3. If you exceed your data transfer limit in the last 24 hours of any given month, Network Solutions will not charge you additional fees so long as the data transfer overage does not exceed 25GB.

6.4. For the Virtual Private Server (VPS) hosting services, you agree that Network Solutions may automatically charge your credit card for the bandwidth overage fees. You may opt-out of automatic charges to your credit card by contacting Customer Service. If you opt out of the automatic overage charges, you risk account suspension if you exceed your allotted amount.

7. Other Terms and Conditions

7.1 The Hosting Services we provide under this Agreement may incorporate other products or services that we provide, or products or services provided by third parties with whom we have a business relationship ("Additional Services"). Your use of these Additional Services may be subject to a separate application and/or approval process and you reaching separate agreements with us or with third parties. (For example, if you desire to accept credit card payments through a website you establish via the Hosting Services, your relationship with the third-party merchant account provider may be subject to an application and approval process and you reaching a separate agreement with such provider.) Some of these separate agreements may require you to pay fees in addition to the fees that you pay us for the Hosting Services. We will strive to let you know when your receipt of Additional Services will require you to enter into a separate agreement, whether with us or with a third-party, and whether such separate agreement will require you to pay additional fees. Additionally, depending on the services you elect to receive, you may be responsible for establishing and maintaining a commercial banking relationship with a financial institution. The terms of any such relationship shall be between you and the financial institution and will not necessarily reflect or incorporate terms of any agreements we may have with the institution. Further, you agree that our third party vendors providing any services as part of the Hosting Services, and their successors, are intended third-party beneficiaries under this Agreement and will be entitled to enforce your obligations under this Agreement. Finally, you acknowledge and agree that other Schedules in this Agreement may apply to the various services included in your Hosting Services package (for example, Schedules related to domain name registration, email, Private Registration, etc.), and that you have read and you agree to be bound by the additional terms and conditions in those Schedules.

7.2 You agree that any domain name directory, sub-directory, file name or path (e.g.) that does not resolve to an active web page on your Web site being hosted by Network Solutions, may be used by Network Solutions to place a "parking" page, "under construction" page, or other temporary page that may include promotions and advertisements for, and links to, Network Solutions' Web site, Network Solutions product and service offerings, third-party Web sites, third-party product and service offerings, and/or Internet search engines. You agree that Network Solutions may change the content and/or appearance of, or disable any of these temporary pages at any time, in its sole discretion, and without prior notice.

7.3 For the VPS hosting services, Network Solutions may also offer VPS "Signature" technical support services in addition to providing its standard support services. "VPS Signature Support Services" are available to assist you with complex technical functions and issues related to the VPS hosting services and are available for a fee that will be charged to your credit card based on the amount of support time used. Network Solutions makes no warranties with respect to any technical support services provided to you and you are solely responsible for the management of your VPS hosting system, server software and applications.

SCHEDULE U TO SERVICE AGREEMENT

ONLINE MARKETING SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of Online Marketing Services (as defined below).

1. Description of Service

1.1 Network Solutions may make available for purchase, from time to time, a variety of online marketing services, including online banner advertisement creation and publication, email communication tools, registration with several World Wide Web search engines and Internet Yellow Pages Directories (as described on our Web site), search engine optimization, link building, search engine optimized press release service, search engine visibility and premium listings services (collectively, "Online Marketing Services", "Web Promotion" or "Services"), as published on the Network Solutions Web site. Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Online Marketing Services you purchase during the sign-up process. Network Solutions reserves the right to amend its Online Marketing Services offerings and to add, delete, suspend or modify the terms and conditions of such Online Marketing Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 In order to use the Services, you must obtain access to the Internet/World Wide Web, either directly or through devices that access Web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the Internet/World Wide Web, including a computer and modem or other access device.

2. Your Obligations.

2.1 If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

2.2 You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (for purposes of this Schedule, "Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Network Solutions, are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Online Marketing Services. Network Solutions does not control the Content posted via the Online Marketing Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Online Marketing Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Network Solutions be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Online Marketing Services.

2.3 Network Solutions will charge you a processing fee of \$9.95 (U.S. Dollars) if you terminate or cancel an annual Hosting Services package prior to the completion of any limited money-back guarantee period for that package ("Processing Fee"). You authorize Network Solutions, in its sole discretion, to charge the credit card provided by you at the time of your purchase or forward an invoice to you immediately upon any such termination or cancellation of an annual Hosting Services package for the amount of the Processing Fee.

2.4 In addition to all other restrictions under this Agreement and the Acceptable Use Policy, you agree to not use the Online Marketing Services to:

(a) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Online Marketing Services;

(b) upload, post, email or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

2.5 You acknowledge that Network Solutions does not pre-screen Content, but that Network Solutions and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, Network Solutions and its designees shall have the right to remove any content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Network Solutions or submitted to Network Solutions.

2.6 In addition to the terms of our Privacy Policy, you acknowledge and agree that Network Solutions may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Agreement; (c) respond to claims that any Content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of Network Solutions, its users and the public.

2.7 You understand that the technical processing and transmission of the Online Marketing Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2.8 Network Solutions reserves the right to reject any advertisements from entities for any reason, including those products and/or advertisements deemed to be inappropriate in any way. This includes advertisements or links to pornography, violence, vulgar language, dating/personal ad sites, mp3 sites, gambling, racial/hate promotion, foreign language, etc.

3. Fees and Payment Terms Payment for the Online Marketing Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term, and will continue billing at the beginning of any and all subsequent terms until such time as you or we terminate the Online Marketing Services. To participate in the premium listings service (the "Listings Service") (as a part of the Online Marketing Services and in particular the PerformanceClicks Service further defined in Schedule Z to this Agreement), you must be an active, current Network Solutions account holder. You agree to pay us or our third party vendors for all charges incurred by your use of the Listings Service. For charges generated through the delivery of clicks to your site, you will be charged based on actual clicks and pay all charges in US Dollars. All charges are exclusive of taxes. Charges are solely based on our (or our third party vendors') click measurements. You are responsible for paying all taxes and government charges, and reasonable expenses and attorney fees we incur in any action associated with the collection of service fees. **You agree to submit any claims or**

disputes regarding any charge to your account in writing to us within sixty (60) days of such charge otherwise such claim or dispute will be waived and such charge will be final and not subject to challenge.

Any one-time service fees charged to your account and any initial deposit, the value of which will be credited to your account, are non-refundable. When your funds on deposit with us fall below the minimum level for active accounts, defined as 20% of your estimated monthly click charge for the PerformanceClicks Service, we will automatically bill your credit card, charge card, or debit card on file the amount equal to the minimum monthly amount (defined as your Average Daily Spend amount multiplied by 30 days), as specified by you during the Listings Service signup. We reserve the right to change the minimum level for active accounts at any time. You have the option of terminating your Listings Service at any time. Such termination of your Listings Service shall be effective at the end of your normal 30 day billing cycle, or when your funds on deposit are exhausted. At time of notice of termination, we reserve the right to allocate any or all of your available funds to any outstanding charges or fees due us. Upon the effective date of termination, your listings will be removed from the search engines.

4. Your License. Network Solutions grants you a personal, non-transferable and non-exclusive right and license to use on a single computer the object code of any software provided to you by Network Solutions in connection with the Online Marketing Services ("Software"); provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Online Marketing Services. You agree not to access the Online Marketing Services by any means other than through the interface that is provided by Network Solutions for use in accessing the Online Marketing Services.

5. Suspension and/or Termination. If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Online Marketing Services immediately and without notice to you. Online Marketing Services Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

6. Specific Restrictions. In certain instances involving the Online Marketing Services, Network Solutions will perform industry research in order to provide keyword phrase choices to you. The keyword research stage (where applicable) will include no more than three rounds of research by Network Solutions and you will be contacted via e-mail with recommended keyword phrases. You may suggest additional keyword phrase research during these three rounds of research. During the keyword research phase, Network Solutions will contact you via email with information that will require a response. Response will be necessary for the project to move forward in a timely manner. If a response is not received from the client for more than 60 days, the optimization project is considered "abandoned" and payment is surrendered in full. You acknowledge and agree that you have the sole authority and responsibility to choose and approve the final keyword phrases. Network Solutions will not conduct any type of intellectual property review or analysis of recommended keyword phrases and will further conduct no review of any third party rights to recommended keyword phrases. You agree it is entirely your responsibility and obligation to conduct an analysis of any recommended keyword phrases to determine whether any other party may have any type of rights to the recommended keyword phrases. Network Solutions will not be held liable for any claims arising out of your choice or lack thereof of recommended keyword phrases. You agree that you assume all risks for trademark infringement, brand infringement, intellectual property infringement or other claims based on your choice of keyword phrases. Any tutorial that is provided on a 30-minute or 60-minute basis as a part of the Online Marketing Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 30-minute or 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of either the 30-minute or 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicated that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

7. Web Promotion Content and Added Content. Customer takes full responsibility for all content suggested or supplied to Network Solutions for inclusion on web document(s), advertisement(s) or any form of media. Customer is held legally liable for the supplied content. Customer agrees to abide by all local, state, national, and international laws including, but not limited to, trademarks, patents and copyrights. Customer agrees to all content created by Network Solutions to be hosted on customer's website for the purposes of achieving increased search engine visibility. Customer agrees once the Services begin, additional content will be added to the site by Network Solutions and code will be adjusted to optimize for search engines. Any requested changes to graphics, text, web pages, and forms or any other requests extending outside of the scope of the project (as defined in the pricing plans) will not be included or considered without advanced payment of \$100/ hour. Customer gives Network Solutions full authority as a

part of this service to create, add, delete, revise or upload content, including approved keywords, onto the Customer's site in order to optimize your site for search engines.

8. Changes and Alterations to Customer Websites. In order to keep your website ranking in top positions or to develop, create and build links we must have full FTP access (read/write permission) to the web site server during the guarantee period. This will allow us to make any necessary changes to the site in the event of a search engine algorithm shift. You agree to allow Network Solutions to perform a complete analysis of your site, including, but not limited to, its code, text and links. You further agree that Network Solutions may make adjustments as needed to enable the site, code, text or links to be located by search engines. Network Solutions will make an effort to work with you to notify you of any modifications, adjustments or additions that are made to your site during this process.

We must have the ability to optimize the layout and keyword density of your web pages. If you plan to make any significant design changes to your site within six months of your Online Marketing Services (optimization) order, you must notify Network Solutions before work commences. If Network Solutions is not notified, a charge may be applied for any update of custom pages that you make and your guarantee may be voided.

9. Feedback. Customer agrees to provide via email to Network Solutions approval of the keyword phrase list within seven (7) days. If feedback is not received by Network Solutions within seven (7) days, you agree that Network Solutions reserves the right to finalize recommended keywords and Network Solutions will not be held liable for any claims that may arise from the finalization of the keyword phrases or any additional costs required to extend the project timeline. You understand and agree that your failure to respond to the e-mail that contains the recommended keyword phrase list within the seven (7) day period is considered an approval of the recommended keyword phrase list thereby giving Network Solutions the authority to submit and optimize your site with such keyword phrase(s) contained on the list.

10. Links. You give Network Solutions full authority and rights to your website in order to develop appropriate links, including but not limited to, the text, content and placement of links on your site. You give Network Solutions the right to establish an e-mail account on your behalf for the purpose of communicating with third parties in order to place links to your site on third party sites. You also give Network Solutions the full authority to contact third parties by any means to place links on third party sites. Customer agrees that links that are established by use of the Services on third party sites may be removed or deleted by third parties. It is Network Solutions intention when it places links on third party sites for those links to be permanently placed on such third party sites, but Network Solutions can not control the actions of third parties that may remove or delete a link that Network Solutions has placed. Customer expressly agrees that Network Solutions has no liability and no responsibility for links to a Customer's site that are removed or deleted by third parties on third party sites. Network Solutions disclaims all liability for any and all claims that may arise against Customer or a third party as a result of a link or the text of a link that is on any site on the Internet or that has been placed on a site as a part of the Services. Customers understands and agrees that Network Solutions will not conduct any type of intellectual property search, including trademarks or copyrights, as a part of the Services and therefore Customer assumes all risks related to intellectual property infringement or violation of any third party's rights.

The link building package of the Online Marketing Service can be either a monthly or annual service. The monthly package is an automatically recurring service that must be cancelled before the next billing period to end further service. Once billing occurs, the monthly service will begin. Any link building package that is a part of the Online Marketing Service can be cancelled during an active month of service. That cancellation will then occur when that active month is complete. The link building package of the Online Marketing Service is non-refundable, with the exception of special circumstances as determined by Network Solutions. The set up fees for the link building package of the Online Marketing Service are billed at the time of purchase. Once the set up is complete, the monthly or annual service begins immediately. If you have an active Network Solutions account, you will be billed pro-rated from the date of monthly service to the date of the next billing cycle. If you are creating a new Network Solutions account, upon the set up completion date you will be billed in full for the first month of the Service.

The link building guarantee is a month to month guarantee. The guarantee is only for links that are placed within a twelve (12) month period of time. For example, the maximum number of links that will be guaranteed for a Basic package (2 links a month) is twenty-four (24) links for a customer who purchases this package for twelve (12) or more consecutive months. Failure by Network Solutions to meet the link building guarantee in one particular month will result in a refund for the Customer, if so requested within a seven (7) day period of time after the end of the month, for only the month that the link building guarantee was not met and for the number of links that were not placed. If a Customer does not request a refund within the seven (7) day period of time, the links that were not placed will be carried over to the next month. The first set of links is guaranteed to be placed within approximately 8 weeks of the start of monthly service. Any additional guaranteed links thereafter will be placed within 4 weeks after the first set of links are placed.

11. Press Releases. As a part of the press release service for Online Marketing Services you agree to work with Network Solutions, answer any questionnaires that may be sent to you regarding your site and also

permit a full analysis of your site in order for a press release to be written. Upon finalization of the press release, Network Solutions will submit the press release to certain major Internet news sites and will work to distribute the press release through PR Web. The press release service is dependant on various third parties and Network Solutions is not in any way responsible for the failure of these third parties to perform in their responsibilities.

12. Refunds and Guarantees.

12.1 Due to the nature of the Online Marketing and Web Promotion Service Industry, Network Solutions cannot offer guarantees for a majority of its Online Marketing Services and, as such, all payments are nonrefundable. Refunds to Online Marketing Services are only provided in limited instances where the guarantee has not been met on a guaranteed service, the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the guarantee. The following conditions, among others, apply to any Network Solutions guarantee related to Online Marketing Services:

For applicable optimization packages, Network Solutions guarantees a minimum number of top ten listings across 12 search engines within 10 months from completion date. Most engines will index your site in about three (3) months, but it takes time to gain popularity and ranking. The search engines included are: AOL, AlltheWeb, AltaVista, AskJeeves, Google, Hotbot, IWon, Looksmart, Lycos, MSN, Netscape, and Yahoo!. The minimum number of top ten listings guaranteed is 5 for the 20 keyword phrase package, 10 for the 30 keyword phrase package and 20 for the 50 keyword phrase package. For applicable optimization packages, this guarantee is only valid for top ten listings across the major search engines listed above for keyword phrases researched by our team. Network Solutions does not guarantee sales or traffic. This will depend on the demand for your product or service, design and layout of site, and many other factors that are beyond our control. The guarantee provided for website optimization packages is based upon the company's most diligent efforts to deliver top search engine rankings. Your selection of keyword phrases that are competitive phrases may void the guarantee.

The web is very unpredictable and dynamic. For this reason, Services are provided on a best-efforts basis. In no event will Network Solutions will be liable for any damages, for any cause, arising from provided services, including any lost profit, lost savings, or other incidental or consequential damages, even if another party has advised Network Solutions of the possibility of such damages, or for any claim.

Customers who receive completed services will not be eligible for a refund in any manner. This includes optimizations, press releases, link building, search engine visibility, other Online Marketing Services, consultations and monthly maintenance services. There is no refund on work performed once completed. Any web site downtime of one day or more voids any guarantee because search engines will remove your listing if they cannot find your site. Cloning your web site after the promotion has been uploaded will void the guarantee because search engines penalize and ban sites for this practice. Any website that is all Flash, contains frames/layers or adult content is not eligible for the guarantee.

You may need to use multiple domains for commonly misspelled versions of your domain name, or for other good domain names that you do not want your competitors to get. The only way to point multiple domains to the same website in a search engine friendly manner is through a 301 redirect. If you have purchased multiple domains and simply redirect them to the same IP address (website) without using a 301 redirect, this is usually considered by the search engines to be spam because you're trying to index multiple website domain names that point to the same physical content on the server. Doing this will risk a duplicate content penalty in the major search engines.

From a search engine perspective, 301 redirects are the only acceptable way to redirect URLs. If Network Solutions finds that you are not using a 301 redirect to accomplish this task, the guarantee will be voided. Search engines will index only your site's main URL, but will transfer link popularity from the additional domains to the main one.

12.2 Network Solutions' Online Marketing Services do not include the paid submission fees that some search engines charge for inclusion. We are not affiliated with these submission services in any way. You may opt to pay these fees directly to the search engine for inclusion.

12.3 The link building program and press release services are not available for certain types of sites including pharmacy sites, gambling sites and adult sites. Network Solutions reserves the right to decline any or all services to any site based upon site content.

In order for Network Solutions to provide the best possible search engine optimization services, we need to work together as a team. You agree that you will let us know if you make any changes to your website pages, especially the homepage. As the entrance to your site, this page is critical. You agree to inform us of any substantial edits or changes to your site within two days. This guarantee is void if our work is altered without our knowledge. Search engine optimization fees to repair altered pages are billed at \$100 per hour.

12.5 The Press Release service requires a response via email from the client before the project can begin. If a response is not received from the client for more than 30 days, the service will be considered cancelled with no refund and the guarantee will be voided.

13. Time Constraints. Unless otherwise specified in writing by Network Solutions, all projects will be considered completed upon delivery of the completion notification email. Any additional work will be considered out of the scope of the initial project and subject to hourly charges.

14. Set-up Fees. There are set-up fees related to the Services that are non-refundable. These and other set-up fees are required as Network Solutions often must pay for services, software, hardware or labor up front as soon as a Customer purchases the Services.

15. Additional Fees. Customer agrees that any additional assistance with the Services will be billed by Network Solutions to the Customer at the rate of \$100/hour. Customer also agrees to pay \$100/hour for any changes, modifications, updates, and optimization alterations that exceed the scope of the project.

16. Search Engine Visibility. In addition to the other terms of this Agreement and this Schedule U, Customers who purchase the Search Engine Visibility package of the Online Marketing Service agree to provide their Google API key to Network Solutions for optimization and ranking purposes. Customer understands and agrees that as a part of this package Network Solutions will offer applications such as Wordtracker and other related functionality that will generate or recommend keyword phrases that the Customer may consider using. Customer agrees not to abuse such applications, like Wordtracker, by submitting multiple repeated requests. Network Solutions reserves the right to terminate, suspend, revoke or cancel access to these and other applications if the Customer abuses them in any way. Customer also acknowledges and agrees that Network Solutions or any of its partners do not perform any type of intellectual property search or screen on any recommended keyword phrases. Consequently, Customer accepts that it assumes all risk and liability for using recommended keyword phrases that are generated through Wordtracker or other related applications or are otherwise recommended by Network Solutions. Network Solutions is not responsible for any claims by any parties involving Customer's use of recommended keywords that may be in violation of any third party's rights (including intellectual property rights). Customer agrees that it will respond to Network Solutions within seven (7) days when Network Solutions provides the Customer via e-mail a list of recommended keyword phrases and submission information and configuration settings. If Customer does not respond within seven (7) days from the day that Network Solution sent the e-mail, Customer's list of recommended search terms and submission information (including configuration settings) will be deemed to be approved by the Customer (the "Deemed Approval"). Upon an approval or a Deemed Approval, Customer expressly authorizes Network Solutions to submit the Customer's site to search engines and/or directories and to set the Customer's site for automatic re-submission to search engines and/or directories at a frequency determined by Network Solutions and such frequency shall be based upon our knowledge of search engines and directories. Customer expressly understands that the list of search engines and directories to which Network Solutions submits Customer's site may change at any time and therefore Customer expressly authorizes Network Solutions to change search engines and/or directories for submission purposes when the need may arise. Any liability that may result from a Customer's failure to respond within seven (7) days or any such subsequent Customer approval or Deemed Approval is solely the responsibility of the Customer, including but not limited to, intellectual property claims regarding the use of recommended keyword phrases. Network Solutions is not responsible for any errors, omissions or other issues that may arise from the submission of Customer's site to any search engine or directory. If Customer does not want Network Solutions to submit the Customer's site for any reason, Customer must notify Network Solutions by telephone prior to either an approval or Deemed Approval. For any Search Engine Visibility package(s), Customers on monthly payment terms will be billed the monthly fee in one of the following situations: (1) on the day that submission configuration is approved by Customer; (2) seven (7) days after your submission configuration is uploaded for approval in Account Manager and e-mailed to the Customer, or (3) at thirty (30) days after purchase of the service, whichever event occurs first. This method of billing will apply to all Customers whether or not a Customer's Web site is live.

SCHEDULE V TO SERVICE AGREEMENT

WEB SITE & LOGO DESIGN SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all customer purchases of the Do-It-for-Me Web Site Design Services, Custom Solutions Web Site Design Services and Logo Design Services (as defined below).

1. Description of Do-It-for-Me and Custom Solutions Web Site Design Services and Logo Design Services

1.1 Network Solutions will build a web site and/or design a logo for the Customer (hereinafter referred to as "you or the "Customer") based upon direction and input provided to us by you. The Do-It-For-Me Web Site Design Service, Custom Solutions Web Site Design Service, and the Logo Design Service may be collectively referred to as the "Design Services." Do-It-For-Me Design Services include 2 groups of services, Standard Design Products (which refer to Standard Design, Standard Design-with-Hosting and Standard Redesign) and Premium Design Products (which refers to Premium Design and Premium Design With

Hosting) Subject to the terms and conditions of this Agreement (which includes this and all other applicable Schedules) and during the term of this Agreement, Network Solutions agrees to provide to you the Design Services described on the Network Solutions web site and purchased by you during the sign-up process. Network Solutions reserves the right to amend its Design Services offerings and to add, delete, suspend or modify the terms and conditions of such Design Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 Customer hereby grants to Network Solutions and its vendors and subcontractors all necessary rights and licenses with respect to the Customer's web site or logo created by Network Solutions in order to carry out its obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by Network Solutions.

1.3 The Logo Design Service is an offering whereby customers can request that Network Solutions create and design a logo (each, a "Logo Creative" or "Creative"), revise those Creatives (each, a "Revised Creative") and obtain responses (each, a "Response") to those Creatives or Revised Creatives from design experts retained by Network Solutions ("Designers"). Network Solutions will provide you, as the Customer, the service according to the package you have chosen. Your Responses will be created iteratively through a drafting cycle of Creatives, Revised Creatives and Responses, ultimately resulting in a final Response conforming to your various Creative and Revised Creatives.

1.4 The Do-It-For-Me Website Design Service is an offering whereby a Customer can request that Network Solutions assist them with the design of a web site using Network Solutions web site building tool, ImageCafe®. For the Premium design packages, Network Solutions uses Macromedia's Dreamweaver® and Microsoft's FrontPage® web building tools. ImageCafe® Web Site Creator is a template based Web site design tool that lets you create a web site using our step-by-step wizard to select your design, color, theme and images. The Custom Solutions Web Site Design Services is an offering whereby a Customer can request that Network Solutions design and create a web site for them using sophisticated graphics, advanced layouts and other features. The Custom Solutions Web Site Design Services is not based from ImageCafe® templates. The Customer will receive a custom website designed and developed by Network Solutions. Although Network Solutions will custom design your web site, your web site may contain some features and design elements used in other web sites designed by Network Solutions.

2. Your Obligations. In order for Network Solutions to perform the Design Services in accordance with this Agreement, you shall be responsible for doing the following:

2.1 Providing Network Solutions with all information requested by Network Solutions as well as any custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) that the Customer wishes to use in connection with development of your web site or Logo Creative.

2.2 Contacting Network Solutions promptly to make changes, modifications, and enhancements to your web site or Logo Creative starting from the date of sale.

2.3 Contacting Network Solutions promptly with notice of Customer's decision to cancel or discontinue the Design Services starting from the date of sale.

2.4 Obtaining Internet connectivity to access your Web site, to send and receive e-mail, and to otherwise access and utilize the Internet.

2.5 To the extent that Customer gathers any personal information about visitors to your Web site, Customer will not share that personal information with any third party without first obtaining a visitor's consent.

2.6 Ensuring that the Web site content provided by Customer does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, domain registration rights, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties. By using the Design Services, Customer represents and warrants that any name or word submitted to be used as all or part of the URL associated with your Web site does not infringe any trademark or domain name rights of any third party.

2.7 Ensuring the accuracy of materials provided to Network Solutions, including, without limitation, Web site content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.

3. Information and Content You Provide. If you provide any information that is untrue, inaccurate, incomplete or not current, or we have reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, Network Solutions has the right to suspend or terminate your account and refuse any and all current or future use of the Design Services (or any portion thereof).

4. Non-Interference By You. Customer will use the Design Services in a manner which does not interfere with or disrupt other network users, services, or equipment, and Network Solutions reserves the right to terminate or suspend the Design Services without notice if such interference is determined by Network Solutions to exist. Such interference or disruption includes, but is not limited to:

4.1 wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,

4.2 propagation of computer worms or viruses, and

4.3 use of the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

5. Unauthorized or Inappropriate Use. Network Solutions reserves the right to deny, terminate, or suspend Design Services without notice if, in Network Solutions' sole discretion, the Design Services are used by Customer in a manner that violates or may violate the following standards or the AUP, and Network Solutions reserves the right to reject, alter, modify, or remove Customer's website, website domain name, URL address, or any website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which Network Solutions in its sole discretion deems to be in violation of the AUP or (i) an infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright, trademark, domain registration right, trade secret, or patent right, or (ii) stating or implying that the Web site is placed by Network Solutions or any party with a contractual relationship with Network Solutions, or that such parties endorse the Customer's products or services, or (iii) pornographic or obscene.

5.1 Network Solutions neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. Network Solutions reserves the right to immediately suspend or terminate any site or transmission that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any services rendered to Customer by Network Solutions are an appropriate recompense to Network Solutions for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this Agreement or the AUP, Network Solutions will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, Customer's website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

6. Additional Indemnification Obligations. In addition to your indemnification obligations set forth elsewhere in this Agreement, you agree to defend, indemnify, and hold harmless Network Solutions and each of its officers, directors, employees, agents, affiliates, co-branders or other partners, and employees of any of the foregoing, from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim in connection with your web site (including, but not limited to, web site content) or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including reasonable legal fees and expenses (whether incident to the foregoing or to Network Solutions' enforcement of said rights or defense and indemnity).

7. Ownership of Your Content. With the exception of your ownership interest in the information, materials, images, photos and other content that you provide to us for inclusion in your web site, ownership interest to your web site, including, but not limited to, the HTML coding, scripting, copyrights, visual layout, appearance and design and all other intellectual property rights, shall be with Network Solutions. However, with respect to Network Solution's Logo Design Services and Custom Solutions Web Site Design Services offerings, the following terms and conditions apply to ownership rights:

Subject to your compliance with this Service Agreement, you shall own the final logo work product and the final Custom Solutions Web Design product provided to you by Network Solutions (the "Final Product"). You shall not, however, own any materials, media or other content generated during any revision cycles leading up to the Final Product, and Network Solutions expressly reserves all right, title and interest in and to the same. You acknowledge and hereby grant to Network Solutions a royalty-free, irrevocable exclusive worldwide right to use Creatives, Revised Creatives, initial artwork concepts, website mockups, revisions, individual Responses provided to you, and the Final Product for internal and archival purposes, and in order to display and promote the Network Solutions Design Services. Network Solutions retains the rights to all artwork concepts and other content not selected by you. You acknowledge that your ownership rights under this Service Agreement are limited to the Final Product, and that no trademarks or service marks in or to any Final Product are being conveyed under this Service Agreement. You hereby acknowledge that Network Solutions shall have no obligation or duty to perform trademark, service mark or copyright searches or inquiries, or the like, in order to validate the propriety or legality of the Final Product. Accordingly, you are encouraged to perform your own independent searches with regard to the Final Product. Furthermore, you acknowledge that Network Solutions shall have no responsibility or obligation of any kind to assist you in seeking state or federal intellectual property protection (i.e., without limitation, trademark or copyright registration) for the Final Product, nor shall Network Solutions be responsible for otherwise assisting you in any way in your attempt to perfect your rights in or to the Final Product.

8. Customer Solutions Web Design Services Statement of Work. In addition to the terms and conditions set forth in this Services Agreement and this Schedule, the Customer shall be bound by the terms of the Statement of Work which shall be prepared by Network Solutions and mutually agreed to by Customer and Network Solutions. The Statement of Work may contain, but may not be limited to, a list or description of the

services our Designers will provide you as part of the Custom Solutions Web Site Design Services, a list of technical, graphic or other special features that will be incorporated into your web site, the schedule for delivery of the Final Product, applicable fees and payment schedule, and a description of any applicable cancellation fee or policy. This Statement of Work shall become a part of this Services Agreement and shall be subject to all terms and conditions of the Services Agreement.

9. Fees and Payment Terms. Fees for the Design Services selected by you will be on a pre-paid basis, due and payable at the beginning of the term (meaning at the beginning of the first year and thereafter at the beginning of each month), unless (at time of your purchase) we provide you with the ability to pay for the first year of your subscription on a monthly basis (in which case we will charge your credit card at the beginning of each monthly period during your first year subscription) or unless another fee or payment structure is mutually agreed to by you and Network Solutions in writing. You agree that in the event you terminate your subscription to the Design Services prior to the completion of your first one-year commitment, you will not receive a refund of any fees paid and, in the event we have permitted you to pay on a monthly (or other payment-over-time) basis, you will be obligated to pay us for the balance of your total first-year fees (for which you agree we may charge your credit card on file). After your first year's subscription, we will continue billing your credit card at the beginning of any and all subsequent monthly terms until such time as you or we terminate the Design Services. Network Solutions reserves the right to charge you, and you agree to pay, the applicable design fees for the Do-it-for-Me Web Design Services upon the earlier of: the date of publication of your web site, or 60 days after the date of your purchase of any Standard Web Design Product. If a Premium Web Design Service is purchased, the Customer shall be charged on the date of publication of the web site or 90 days after the date of purchase. In addition, if you purchase a Do-It-For-Me Web Site Design Package and Network Solutions has waived your initial design or set up fee or offered you a discounted set up or design fee, Network Solutions shall have the right to charge you, and you agree to permit Network Solutions to charge your credit card \$250.00, should you choose to cancel the Do-It-For-Me Web Site Design Package within 180 days from the date of purchase and after Web site design work has started.

10. Suspension and/or Termination. If you breach any term of this Agreement including, but not limited to, this terms of this Schedule or the Acceptable Use Policy, Network Solutions may, in its sole and exclusive discretion, suspend or terminate your Design Services immediately and without notice to you. In addition to your obligation to pay any set up and applicable fees for the Design Services, Design Services fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Services fees that accrue during the period of suspension.

SCHEDULE Y TO NETWORK SOLUTIONS SERVICE AGREEMENT ADDITIONAL TERMS APPLICABLE TO E-COMMERCE SERVICES

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of E-Commerce Services (as defined below).

1. Description of Service. Network Solutions may make available for purchase, from time to time, a variety of e-commerce packages, stand-alone e-commerce services, optional add-on e-commerce services and e-commerce software, as published on the Network Solutions website (collectively, "E-Commerce Services"). The E-Commerce Services include, but are not limited to, shopping cart functionality, e-commerce templates, storefront design, support and hosting, order and payment processing, inventory and product tracking and management, web site analytical tools and data integration using MonsterBooks and/or MonsterDataPort. Network Solutions reserves the right to amend its E-Commerce Services offerings and to add, delete, suspend or modify the terms and conditions of the E-Commerce Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

2. Software License and Proprietary Rights. During the term of this Agreement, Customer will have a limited, revocable, non-transferable and non-exclusive license for Customer to use the E-Commerce Services, including but not limited to any software, and related documentation solely for Customer to provide business related services over the internet that are consistent with the terms and conditions of this Agreement as well as any applicable state, federal, or international law. Customer agrees that Customer and its agents will not: (a) sell, lease, transfer, license or sublicense the E-Commerce Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the E-Commerce Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the E-Commerce Services by any third party; (d) copy or reproduce all or any part of the E-Commerce Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the E-Commerce Services in any way; (f) engage in spamming, mail bombing, spoofing or any other fraudulent, illegal or unauthorized use of the E-Commerce Services; (g) knowingly introduce into or transmit through the E-Commerce Services or any other services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (h) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the E-Commerce Services; (i) engage in or

allow any action involving the E-Commerce Services that is inconsistent with the terms and conditions of this Agreement; or (j) cause, assist or permit any third party to do any of the foregoing. No right, title or interest of intellectual property or other proprietary rights in and to the E-Commerce Services and/or other products, services or software made available under this Agreement is transferred to Customer hereunder. Network Solutions, its wholly-owned subsidiaries and affiliates and its Third Party Licensors (as defined below) retain all right, title and interests, including, without limitation, all copyright, trade secret, intellectual property and other proprietary rights in and to the E-Commerce Services and/or other products, services or software provided under this Agreement.

3. Audit Rights. If a customer has purchased any Network Solutions software or has obtained FTP access to the Network Solutions software or other E-Commerce Services, Network Solutions shall have the right, during the term of this Agreement and for a period of six (6) months thereafter to access Customer's location and files to inspect Customer's or your agent's use of the E-Commerce Services, as well as computers and equipment used in connection therewith. Customer shall cooperate fully with any such audit or inspection. In the event that any audit shows any misuse, violation or breach of the E-Commerce Services or this Agreement, Network Solutions shall be entitled to pursue any remedies available to it under this Agreement or otherwise at law or in equity, and to or suspend, revoke, or terminate E-Commerce Services if you are still a Network Solutions customer.

4. Availability, Downtime and General Services. In addition to the provisions in Sections 7 and 8 of this Agreement, the parties acknowledge that since the Internet is neither owned nor controlled by any one entity, Network Solutions makes no guarantees that any given user will be able to access the E-Commerce Services at any given time. Network Solutions shall not be liable to Customer for failure of accessibility to the E-Commerce Services or any potential or actual losses that Customer may suffer from Customer's inability to access or use the E-Commerce Services or your customer's inability to access any websites that may be supported or hosted by E-Commerce Services. Network Solutions provides all E-Commerce Services and any software related to those services to the Customer on an "as is" basis and does not guarantee that the E-Commerce Services or any related software has no errors, defects or bugs or will function properly. Customer agrees that Network Solutions is not responsible in any way for any malfunction or downtime in the E-Commerce Services or related software and any damage, injury or lost profits that may arise from such malfunction or downtime. Network Solutions makes no guarantee that the E-Commerce Services that the Customer purchases will operate seamlessly and without error with Customer's own hardware, software or other services (including third party products) that Customer currently uses. Network Solutions makes no guarantees regarding system uptime, including but not limited to, the uptime for hosting a Customer's store(s) on Network Solutions or third party systems. From time to time, and as may be necessary to maintain such systems and Network Solutions hardware, Network Solutions reserves the right to take its servers and other hardware offline for repairs, upgrades or routine maintenance. Customer agrees and understands that Network Solutions E-Commerce Services, including the hosting of a Customer's store, may be dependant on third party services that Network Solutions can not control. Customer expressly agrees that the availability of those third party services may impact Customer's E-Commerce Services and therefore does not hold Network Solutions liable for any actions of a third party that may adversely impact Customer's E-Commerce Services. Any uptime calculation or percentage that is provided as a part of the E-Commerce Services does not include routine maintenance, unexpected downtime caused by network issues or third party vendors, and occurrences that are outside the control of Network Solutions, including but not limited to the Force Majeure occurrences that are outlined in Section 27 of this Agreement.

5. Terms and Conditions of Network Solutions' Licensors. Customer acknowledges and agrees that the E-Commerce Services are provided, in some cases, by third party Licensors to Network Solutions (hereinafter "Third Party Licensors"). For all E-Commerce Services that are provided by Third Party Licensors to Network Solutions, Customer agrees with and shall abide by all Third Party Licensor terms and conditions, if any. Such Third Party Licensor terms and conditions are available upon request (the "Additional Terms and Conditions"). Any Additional Terms and Conditions are in addition to and supplement the terms and conditions provided in this Agreement. Customer acknowledges and agrees that it will be subject to all Additional Terms and Conditions and that all such Additional Terms and Conditions shall be incorporated into this Agreement, to the extent those Additional Terms and Conditions do not conflict with the terms and conditions of this Agreement, as if set forth fully herein. Customer further agrees that it will be subject to all Additional Terms and Conditions where Customer elects to add services to its E-Commerce Services package.

6. Changes to Network Solutions Licensors. Customer acknowledges that Network Solutions may, at its sole discretion, change any Third Party Licensors that provide services under this Agreement, or add or delete discrete services from the E-Commerce Services. In the event that Network Solutions changes Third Party Licensors, Network Solutions may provide Customer with notification of changes in Third Party Licensors and refer Customer to information posted on Network Solutions' website relative to that change which shall become Additional Terms and Conditions for the purposes of this Agreement.

7. Consultation. Any tutorial that is provided on a 60-minute basis as a part of the E-Commerce Services is for information purposes only. These tutorials are one time only and if the tutorial is cut short for any reason by you prior to the end of the 60-minute session no continuation of the tutorial is permitted. Network Solutions has the right to terminate the tutorial at the end of the 60-minute session. Network Solutions may also terminate any tutorial if a Customer is abusive, makes threats, indicates that the Customer is involved in unlawful activity or poses a risk in any way to Network Solutions.

8. Refund. Refunds for certain E-Commerce Services are only provided in limited instances and only within the first 30 days from Customer's purchase of the services. Such refunds are only permitted where the Customer has taken all actions consistent with this Agreement and has not taken any action that would void the 30-day trial offer. Refunds will not include a processing fee that all Customers must pay.

SCHEDULE Z

PERFORMANCECLICKS

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement, the following additional terms and conditions shall apply to any and all purchases of PerformanceClicks Service(s) (as defined below).

1. Description of the Service. For purposes of this Schedule Z to the Service Agreement, the "PerformanceClicks Services" or "the Service" shall mean "PerformanceClicks Guaranteed" and "PerformanceClicks Maximized" whereby Customers wishing to advertise and drive traffic to their web site(s), services or products, pay for advertisement listings and/or phone numbers to appear in the search results generated by Network Solutions and/or its search partners in response to a keyword search term. Registering for the Network Solutions PerformanceClicks Services does not in any way guarantee that all or any of the search terms submitted will be accepted by Network Solutions. Network Solutions reserves the right, at any time and from time to time to reject and/or remove any search terms submitted by Customers as well as grant to other clients' access to those search terms. As used in this agreement, the terms "Client", "Customer" and "You" mean you and the company or entity, which you represent.

2. Display of Advertisement. Customer agrees that it shall work with Network Solutions on all of the text and other data which Network Solutions will use to comprise the text that Customer intends to have displayed through the PerformanceClicks Service ("Advertisement"). Customer hereby grants to Network Solutions a non-exclusive, royalty-free, worldwide right and license by all means and in any media to use, reproduce, distribute, modify for technical purposes, publicly perform, publicly display and digitally perform such Advertisement and all its constituent parts. Customer agrees that it shall bear all responsibility and liability for any and all claims related to the Advertisement or copy, data or text that relate to the Advertisement. Customer further agrees that Network Solutions shall have no liability for any and all claims that relate to any Advertisement or copy, data or text that relate to the Advertisement.

3. Advertising Guidelines. Customer acknowledges and agrees that in order for Network Solutions to maintain the integrity of the Service, Customer is subject to this Schedule Z to the Service Agreement. Network Solutions may, in its sole discretion, reject, cancel or remove at any time any Advertisement from the Service for any reason without prior notice to the Customer. Network Solutions will not be liable in any way for any rejection, cancellation or removal of any Advertisement. Customer represents and warrants that: (a) it has all necessary authority to enter into this Agreement; (b) it has all necessary licenses, permits, clearances and/or rights to use the Advertisements; (c) it will comply with all applicable laws; (d) any use and display of the Advertisements shall not; (i) infringe or violate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of a third party, including any right of privacy or publicity; (ii) violate any federal, state or local laws or regulations or foreign laws; (iii) contain material that is pornographic, obscene, defamatory, libelous, fraudulent, misleading, threatening, hateful, or racially or ethnically objectionable; (iv) be likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, or (v) contain viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

3. Non-Refundable Setup Fee. Network Solutions will charge Customer a non-refundable setup fee which may vary according to the PerformanceClicks Services purchased. ("Set-up Fee").

4. Cancellation; Termination. Network Solutions may at any time terminate the Service, terminate this Agreement or cancel any Advertisement. Network Solutions will notify Customer by email of any such termination or cancellation which shall be effective immediately. Upon cancellation or termination Customer shall remain liable for any amounts due for clicks and/or phone calls already delivered and for clicks on any Advertisements through the date of such cancellation or termination.

5. Prohibited Uses. Customer agrees not to: (i) generate fraudulent impressions of or fraudulent clicks on any advertisements on the Service, including but not limited to using robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search optimization services and/or software; (ii) advertise substances, services, products or materials that are illegal; (iii) violate any policy posted in the Acceptable Use Policy; (iv) fraudulently redirect end user including but not limited to unauthorized use of proprietary rights, copyrights, trademarks, or servicemarks in URLs, use of false or

misleading URLs, use of "ghosting", "cloaking", and/or "doorway pages" methods; or (v) engage in any other illegal or fraudulent business practices. Network Solutions reserves the right to manually review all creative for quality and relevancy and reserves the right to refuse any Advertisement should Network Solutions or a Network Solutions affiliate determine it to be inappropriate or irrelevant for any reason whatsoever. PerformanceClicks is not intended to assist You in engaging in unlawful or morally objectionable activities. Network Solutions' search engine partners reserve the right to refuse or remove any URL or web page from a search engine's index for any reason. Furthermore, Network Solutions explicitly reserves the right to terminate Your license or Your Service if it comes to Network Solutions' attention that You are using PerformanceClicks to enable or otherwise enhance Your participation in objectionable activities, which include, but are not limited to, the following: spamming or churning; activities designed to undermine the validity and/or credibility of search engine results; activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You live or access the Internet; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; or activities designed to harm minors in any way. Network Solutions reserves the right at its sole discretion to refuse to sell the PerformanceClicks Service for the following category of sites: pharmacy, gambling and adult sites as well as any other site that may be in violation of the law. Network Solutions PerformanceClicks packages only apply to English language Web sites advertising on US based search engines.

You agree that any URL or web page you submit using PerformanceClicks must resolve to an operational web page and may not resolve to a DNS error, a 404 error or other error message. Your web page must be publicly accessible without the use of passwords or other access codes. Because of the spidering technology used in many search engines, Your web pages must not reside on a secure server or use any spider blocking technology. The description of Your web page must be relevant to the page content. You represent and warrant that Your URL and/or web page(s) do not infringe the intellectual property rights of any third party. You further represent and warrant that Network Solutions, its search engine and directory partners, and each of them, have the right and license under any rights or interests You may have in Your URL and/or web page(s) to publicly perform, publicly display, and distribute any search listings generated by PerformanceClicks, and to copy, modify or manipulate the search listings as necessary to conform to search engine standards.

6. Use of Service. Customer agrees to pay all applicable charges under this Agreement, including any applicable taxes or charges imposed by any governmental entity. Customer acknowledges that Network Solutions may change the minimum pricing for bids at any time. If Network Solutions, in its sole discretion, believes that Customer's ability to pay timely is or becomes questionable, Network Solutions may require payment in advance or may immediately stop serving and displaying Customer's Ads.

All requested URL links, search terms and descriptions are subject to Network Solutions' approval. Network Solutions reserves the right to reject, cancel or remove any URL link, search terms and descriptions at any time for any reason whatsoever.

7. Relevancy. You may only submit search terms and descriptions to Network Solutions' PerformanceClicks Services that are relevant to your web site(s) or to those web page(s) contained in your web site(s). All search terms and descriptions submitted are subject to relevancy review by Network Solutions, and are subject to removal or rejection.

8. Trademark Searches. Due to the volume of search terms/keywords generated through the PerformanceClicks Service, Network Solutions will not perform trademark searches on search terms/keywords that it recommends. Network Solutions reserves the right to remove or delete search terms/keywords in the event that a third party demonstrates to Network Solutions that a customer's use of a search term/keyword may infringe such third party's intellectual property rights.

9. Guarantee. Network Solutions must allow for at least three months of keyword ad campaigns in order to realize the guaranteed clicks that are offered as a part of the PerformanceClicks Services. After this three month period is completed, Network Solutions guarantees to deliver the number of clicks specified in your PerformanceClicks package. Network Solutions must receive your cooperation in order to meet the guarantee of delivering clicks. Lack of cooperation in responding to Network Solutions requests regarding information about your site may void the guarantee. If Network Solutions does not meet the guarantee in any month beyond the initial three month period by not delivering all clicks that are guaranteed, the unfulfilled clicks will be rolled over to the following month unless the customer calls and requests a refund for the unfulfilled clicks. If the customer does request a refund for unfulfilled clicks then those unfulfilled clicks will not be rolled over to the following month. You agree that you waive all rights to any refund for unfulfilled clicks seven (7) days from the last day of the month when the guaranteed clicks had not been met by Network Solutions.

10. Monthly Clicks and Billing. For PerformanceClicks Guaranteed, Network Solutions will take your monthly number of clicks and allocate them evenly during each day of the month. For example if you select

the 50 click package, you should expect on average 1 to 2 clicks per day for each day of the month (30 or 31 days). Once you have received these daily clicks, your campaign will be switched off until the following day. For PerformanceClicks Maximized, Network Solutions will allocate a number of clicks on certain days and at certain times based upon an optimization strategy that fits your business and monthly budget. If your budget is used up on any given day, your campaign will be switched off until the following day. Because your PerformanceClicks Maximized are managed and allocated at Network Solutions' discretion based upon an optimization strategy matching your business, you may not see your Advertisement appear on certain networks or search engines at all times. Network Solutions activates billing for PerformanceClicks upon purchase. To receive ad clicks, you must have a live Web site. Lack of a web site will not defer charges or fees for the PerformanceClicks service.

**SCHEDULE aa TO NETWORK SOLUTIONS SERVICE AGREEMENT
MESSAGEGUARD™**

In addition to the terms and conditions in the General Provisions and other applicable Schedules in the Agreement (including, but not limited to, Schedule L related to the E-Mail Services), the following additional terms and conditions shall apply to the MessageGuard™ Services (as defined below).

1. Description of Service.

1. *For Subscribing Users of MessageGuard Service.* Network Solutions is providing current subscribers of the MessageGuard Service with software and/or other services that provide the ability to encrypt and decrypt electronic messages and attachments thereto ("MessageGuard Service").
2. *For Non-Subscribing Users of MessageGuard Service.* Network Solutions is providing non-subscribing users with access to the MessageGuard Service to decrypt messages from current MessageGuard Service subscribers and allow non-subscribing MessageGuard Service users to encrypt a limited response (non-subscribing MessageGuard Service users will not be able to send an encrypted response to any e-mail address not included in the original encrypted message, nor will the non-subscribing MessageGuard Service user be able to include an attachment to the encrypted response). The non-subscribing MessageGuard Service user's ability to use the MessageGuard Service is conditioned upon the non-subscribing MessageGuard Service user having Internet web access and the ability to support specific secure web sessions including, but not limited to, a compatible Secure Sockets Layer.
3. *Equipment and Compatibility Requirements.* You must: (a) provide all necessary compatible equipment and software including, but not limited to, equipment and software that supports a compatible electronic mail service; and (b) provide for your own connection to the Internet and pay any service fees associated with such connection.
4. *Further Access and Usage Limits.* Network Solutions, at any time and in its sole discretion, may restrict or modify: (a) the size of an electronic message that the MessageGuard Service will encrypt or decrypt; and (b) the number of recipient decryptions (i.e. the number of times a recipient decrypts your encrypted message) for the messages you encrypt with the MessageGuard Service in a given time period. Network Solutions, at any time and in its sole discretion, may further restrict or modify the MessageGuard Service's ability to encrypt and decrypt messages in order to maintain the quality of our services and to protect our computer systems. Network Solutions, in its sole discretion, will determine whether or not your use of the MessageGuard Service is consistent with this Agreement and any Network Solutions operating rules or policies, and may suspend or terminate your access to the MessageGuard Service if your usage is found to be inconsistent with this Agreement or such rules or policies. The MessageGuard Service is subject to unscheduled outages that will impact your ability to use the MessageGuard Service. Network Solutions will use commercially reasonable efforts to restore the MessageGuard Service after any unscheduled outages.
5. *Disclaimer of Malware, Viruses and Spam.* Network Solutions makes no representations or warranties that any virus, spam or malware detection service or software will be able to access the electronic messages that you encrypt or decrypt with the MessageGuard Service. You acknowledge and agree that the MessageGuard Service (or any other encryption technology) may significantly or completely disable the effectiveness of any spam, computer virus or malware detection software or service, and that Network Solutions is not responsible or liable to you or any third party with respect to our MessageGuard Service, your receipt of SPAM, computer viruses and/or malware, or the transmission of viruses or malware to your or connected computer systems, networks and/or e-mail programs.
6. *Limitation on Encryption Technology.* You acknowledge and agree that the MessageGuard Service is not guaranteed to be one hundred percent (100%) effective or error free and may permit unauthorized access to electronic mail messages and files that have been encrypted or decrypted by the MessageGuard Service. You acknowledge and agree that Network Solutions shall have no liability to you or any third party with respect to our MessageGuard Service, your failure to send or receive an encrypted electronic message or attachment, or the unauthorized access to your or your intended recipients' encrypted electronic messages or attachments.

2. **Privacy.** You acknowledge and agree that nothing will preclude Network Solutions from monitoring, editing or disclosing the contents of your encrypted electronic messages with third parties if Network Solutions is required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the law or comply with legal process served on Network Solutions; (b) protect and defend the rights or property of Network Solutions; (c) determine if you are violating the Agreement or the Acceptable Use Policy; or (d) act under exigent circumstances to protect the personal safety of our customers or the public. You acknowledge and agree that certain technical processing may be required to encrypt and decrypt electronic messages and their content. Furthermore, you acknowledge and agree that Network Solutions' current privacy policy incorporated herein and made part of this Agreement by reference (posted and maintained at <http://www.networksolutions.com/help/index.jsp?viewpage=category.php%3Fid%3D89>) ("Privacy Policy") is applicable to your contact information and that this Schedule's Section 2 does not modify or amend the Privacy Policy.
3. **Your Conduct.** You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use the MessageGuard Service to encrypt messages that contain: SPAM; computer viruses; malware; illegal or unlawful content; threatening, libelous, obscene, harassing or offensive material; or content that infringes the intellectual property of a third party. You acknowledge and agree that you will be deemed to be in violation of the Acceptable Use Policy if you use the MessageGuard Service in any manner that: (a) violates the Agreement; (b) is in conjunction with or assists the furthering of a prohibited use of Network Solutions' services as described in the Acceptable Use Policy; (c) is in conjunction with or assists the prevention, delay, or circumvention of detecting the prohibited use of Network Solutions' services as described in the Acceptable Use Policy; or (d) is in conjunction with or assists in the use of a service provided by another party and the use of that other service would violate the Acceptable Use Policy if that service were provided by Network Solutions.
4. **Indemnification by You.** In addition to your other obligations of indemnification under this Agreement, you agree to indemnify, defend and hold harmless Network Solutions, its parent and subsidiary companies, and their respective officers, directors, members, shareholders, affiliates, agents, employees and assigns from and against any and all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of your use of the MessageGuard Service to encrypt and decrypt electronic messages including, but not limited to, claims made against Network Solutions due to your use of the MessageGuard Service to encrypt messages that contain: SPAM; computer viruses; malware; illegal or unlawful content; threatening, libelous, obscene, harassing or offensive material; or content that infringes the intellectual property of a third party.
5. **Proprietary Rights.** The MessageGuard Service is protected by copyright laws and international treaty provisions, as well as other intellectual property laws and treaties. All right, title and interest in and to the MessageGuard Service, including but not limited to copyrights, patent rights, trade secrets and other intellectual property rights, are owned by Network Solutions or its suppliers. All copies and portions of the MessageGuard Service, in any form, belong to Network Solutions or its suppliers, which retain all rights not expressly granted herein. Nothing in this Agreement constitutes a waiver of Network Solutions' rights under United States copyright law or any other law.
6. **License.** Network Solutions grants you a limited, non-exclusive, non-transferable, revocable license to use the MessageGuard Service subject to the terms and restrictions set forth herein ("License"). No license is granted with respect to any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the MessageGuard Service. You may not re-distribute or sublicense the MessageGuard Service.
7. **Other Restrictions.** You acknowledge and agree that you may not rent, lend, lease or distribute the MessageGuard Service. You acknowledge and agree that you may not alter, modify or adapt the MessageGuard Service or reverse engineer, decompile, disassemble, or create derivative works from the MessageGuard Service, or allow a third party to do any of the foregoing, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or by this License. If you are a European Union ("EU") resident, information necessary to achieve interoperability of the MessageGuard Service with other programs within the meaning of the EU Directive on the Legal Protection of Computer Programs is available to you upon written request. Network Solutions may terminate this License if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the MessageGuard Service or any portion thereof.
8. **Export Restrictions.** You acknowledge and agree that the MessageGuard Service is subject to the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. You will comply with these laws and regulations. You shall not, without prior U.S. government authorization, export, reexport, or transfer the MessageGuard Service, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically

Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, the MessageGuard Service may not be exported, reexported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include but are not necessarily limited to activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missiles projects; and (3) the design, development, production, or use of chemical or biological weapons.

9. **United States Government.** If the MessageGuard Service is accessed or used by any agency or other part of the U.S. Government, you and the U.S. Government acknowledge that (i) the MessageGuard Service and accompanying materials constitute "commercial computer software" and "commercial computer software documentation" under paragraphs 252.227.14 and 252.227.7202 of the DoD Supplement to the Federal Acquisition Regulations ("DFARS") or any successor regulations, and the Government is acquiring only the usage rights specifically granted in this License; (ii) the MessageGuard Service constitutes "restricted computer software" under paragraph 52.227-19 of the Federal Acquisition Regulations ("FAR") or any successor regulations and the government's usage rights are defined in this License and the FAR.
10. **Termination by Network Solutions.** You acknowledge and agree that, in addition to its ability to terminate your subscription, license and/or use of the MessageGuard Service pursuant to the Agreement, Network Solutions has the right to terminate immediately your subscription, License and/or use of the MessageGuard Service if Network Solutions has a good faith belief that your use of MessageGuard services is in a manner that: (1) may be fraudulent or unauthorized; (2) may subject Network Solutions to a claim by a third party; (3) may violate any law, Network Solutions' policy, or the Agreement (including this Schedule aa); (4) may violate any right of a third party; or (5) may subject Network Solutions to receive a complaint from a third party that you are violating any law, Network Solutions' policy, the Agreement and its applicable schedules (including, but not limited to, this Schedule aa), or any right of a third party.
11. **Limitation of Liability/Disclaimer of All Warranties:** IN ADDITION TO YOUR ACKNOWLEDGEMENT AND AGREEMENT TO THE LIMITATION OF LIABILITIES AND DISCLAIMER OF WARRANTIES CONTAINED IN THE AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONTENT CONTAINED IN MESSAGES OR FILES ENCRYPTED BY THE MESSAGEGUARD SERVICE INCLUDING, BUT NOT LIMITED TO: SPAM; COMPUTER VIRUSES; MALWARE; ILLEGAL OR UNLAWFUL CONTENT; THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL; OR ANY CONTENT THAT INFRINGES A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS IS NOT RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR THE TRANSMISSION OF VIRUSES OR MALWARE TO YOUR OR ANY CONNECTED OR RELATED COMPUTER SYSTEMS, NETWORKS AND/OR E-MAIL PROGRAMS. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY WITH RESPECT TO YOUR USE OF THE MESSAGEGUARD SERVICE, YOUR FAILURE TO SEND OR RECEIVE AN ENCRYPTED ELECTRONIC MESSAGE OR ATTACHMENT, OR THE UNAUTHORIZED ACCESS TO YOUR OR YOUR INTENDED RECIPIENTS' ENCRYPTED ELECTRONIC MESSAGES OR ATTACHMENTS. YOU AGREE THAT YOUR USE OF NETWORK SOLUTIONS' MESSAGEGUARD SERVICE IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL OF SUCH SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. NETWORK SOLUTIONS AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER NETWORK SOLUTIONS NOR ITS LICENSORS MAKE ANY WARRANTY THAT THE MESSAGEGUARD SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE MESSAGEGUARD SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MESSAGEGUARD SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. YOU ACKNOWLEDGE AND AGREE THAT NETWORK SOLUTIONS' ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE MESSAGEGUARD SERVICE PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR THE MESSAGEGUARD SERVICE DURING THE TERM OF THIS AGREEMENT.
12. **No Lost Profits, Lost Revenue, Consequential or Indirect Damages; Time Limitation on Filing Any Claim:** YOU AGREE THAT IN NO EVENT SHALL NETWORK SOLUTIONS ITS LICENSORS AND CONTRACTORS BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS'

LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW IN SUCH STATES. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF OUR SERVICES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR SUCH CLAIM SHALL BE FOREVER BARRED.

**SCHEDULE bb TO NETWORK SOLUTIONS SERVICE AGREEMENT
ADDITIONAL TERMS APPLICABLE TO SERVICES IN THE .MOBI TLD**

In addition to the terms set forth in the General Provisions and Schedule A above, the following terms shall apply to .mobi domain names.

1. *Adherence to Registry Operator's Policies, Procedures, Requirements and Guidelines.* You acknowledge and agree to comply with all requirements, standards, policies, practices, procedures and guidelines ("Requirements") issued by mTLD Top Level Domain Ltd., the registry operator of the .mobi TLD registry ("Registry Operator"). The Requirements include, but are not limited to, the Registry Operator's Style Guide monitoring guidelines, Domain Compliance Policy, and all .dotMobi Switch On! guides, which are found on Registry Operator's web site (found and maintained at www.mTLD.mobi) and are subject to modification by Registry Operator.
2. *Additional Indemnification Obligations.* In addition to your indemnification obligations under the Agreement, you agree, to the maximum extent permitted by law, to indemnify, defend and hold harmless the Registry Operator and Afiliat, Ltd. (the "Registry Services Provider"), and their respective directors, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to your .mobi domain name registration and or use of the .mobi domain name. This indemnification obligation survives the termination or expiration of the Agreement and this Schedule bb.
3. *Submission and Use of Your Personal Data.* You acknowledge and agree that Network Solutions will share with the Registry Operator certain information submitted by you in your application(s) for the .mobi domain name registration, and you consent to the use, copying, distribution, publication, modification and other processing of your personal data by the Registry Operator and its designees and agents in connection with the Registry Operator's service obligations to Network Solutions or third parties, or as otherwise deemed necessary by the Registry Operator. The Registry Operator's use, copying, distribution, publication, modification and other processing of your personal data will be done pursuant to Registry Operator's privacy policy and relevant mandatory local data protection and privacy laws.
4. *Adherence to ICANN Requirements.* You acknowledge and agree to comply with the ICANN requirements, standards, policies, procedures, and practices for which the Registry Operator has monitoring responsibility in accordance with the Registry Agreement between ICANN and Registry Operator (found at <http://www.icann.org/lds/agreements/mobi/registry-agmt-mobi-19oct05.htm>) ("Registry Agreement") or other arrangement with ICANN (as may be found at www.icann.org).
5. *Adherence to Future Operational Standards.* You acknowledge and agree to comply with operational standards, policies, procedures, and practices for the .mobi TLD which may be amended from time to time by the Registry Operator, applicable to all registrars and/or registrants of .mobi domain names, and consistent with the Registry Agreement, shall be effective upon thirty days notice by Registry Operator to Network Solutions.
6. *Third Party Beneficiaries of this Schedule bb.* Notwithstanding anything else to the contrary, the Registry Operator is and shall be an intended third party beneficiary of this Schedule bb to the Agreement. As such, you acknowledge and agree that the third party beneficiary rights of the Registry Operator have vested and that the Registry Operator has relied on its third party beneficiary rights under this Schedule bb in agreeing to Network Solutions being a registrar for the .mobi top-level domain. Additionally, the third party beneficiary rights of the Registry Operator shall survive any termination or expiration of this Schedule bb.
7. *Right to Deny, Cancel or Transfer Registration.* In addition to Network Solutions' ability to deny, terminate, or suspend services, as provided in the Agreement and Schedule A, you acknowledge and agree that the Registry Operator, acting in consent with the Registry Operator, reserves the right to deny, cancel or transfer any registration that it deems necessary, in its discretion (i) to protect the integrity and stability of the registry; (ii) to comply with all applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process; (iii) to avoid any liability, civil or criminal, on the part of the Registry Operator as well as its affiliates, subsidiaries, officers, directors, representatives, employees, and stockholders; (iv) for violations of the terms and conditions herein; (v) or to correct mistakes made by the Registry Operator or any registrar in connection with a domain name registration, and the Registry Operator also reserves the right to freeze a domain name during resolution of a dispute.
8. *Provide and Maintain Correct Information.* You acknowledge and agree that, during the registration term for the registered .mobi domain name, you will provide to Network Solutions and maintain accurate

- registration information for the registered domain name. You agree to notify Network Solutions immediately should the registration information change. Failure to do so may result in termination of the Agreement.
9. *Initial Launch and General Operations of .Mobi TLD.* You acknowledge and agree to be bound by the terms and conditions of the initial launch and general operations of the .Mobi TLD, including without limitation the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period, and further acknowledge that Network Solutions, the Registry Operator and the Registry Services Provider have no liability of any kind for any loss or liability resulting from the proceedings and processes relating to the Limited Industry Launch, the Sunrise Period, the Land Rush Period, the Sunrise Dispute Resolution Policy, the Premium Name Allocation Process, and the General Registration Period including, without limitation: (a) the ability or inability of a registrant to obtain a registered name during these periods, and (b) the results of any dispute made during the Limited Industry Launch or over a Sunrise Registration.